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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT.

BANGALORE DISTRICT.

Notification dated 25th January 1940.

TENDER FOR THE RIGHT OF THE COLLECTION AND REMOVAL OF MANGO CROP (*viz.*, FRUITS) IN THE NEW JARAKABANDE KAVAL (NILGIRI PAPANNA'S GARDEN) FOR 1940.

Sealed tenders for the right of the collection and removal of mango crop of the year 1940 (*viz.*, fruits) in the New Jarakabande Kaval (Nilgiri Papanna's Garden) will be received at the Office of the District Forest Officer, Bangalore District, Seshadri Road, Bangalore City, by the District Forest Officer, Bangalore District, up to 3 P.M. on Friday the 1st March 1940.

2. The tenders should be superscribed "Tender for the right of collection and removal of mango crop (*viz.*, fruits) in the New Jarakabande Kaval."

3. No tender will be received unless accompanied by an earnest deposit of Rs. 100 in currency notes.

4. The exclusive right of the collection and removal of the produce will be disposed of to the highest tenderer subject to confirmation by the Chief Conservator of Forests in Mysore or the District Forest Officer, as the case may be, who at his discretion may accept or reject the highest or any other tender without assigning any reason therefor.

5. Within seven days from the date of receipt of the notice of the acceptance of the tender, the successful tenderer shall credit into the Government Treasury including the earnest deposit of Rs. 100 the total lease amount together with local cess at one anna and education cess at six pies per rupee calculated on the entire lease amount and produce the treasury receipt at the District Forest Office. In default, the acceptance of the tender will be cancelled, the earnest money forfeited and the right resold at the risk of the tenderer who will be liable to make good any loss that may result to Government thereby but will have no claim to any surplus accruing therefrom. Such oss shall be recoverable as an arrear of Land Revenue.

6. If the tender is not accepted, all moneys paid will be refunded to the party.

7. Within 15 days from the date of acceptance of the tender, the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of the value of ten annas procured at his own cost and also furnish a security deposit of Rs. 200 or one-quarter of the lease amount, whichever is less, for the due fulfilment of the conditions of contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold at the defaulter's risk. He will have no claim to any surplus accruing from such resale but shall be liable for the loss arising therefrom which will be recovered as an arrear of Land Revenue under Section 79 of the Mysore Forest Act.

8. The other conditions to be entered in the agreement will be intimated at the time of the execution of the bond.

9. Interest at the rates in force will be charged on all belated payments.

P. KRISHNASWAMI RAO,
District Forest Officer.

MYSORE DIVISION.

Notification dated 2nd February 1940.

The undermentioned quantities of timber will be sold by public auction by the District Forest Officer, Mysore Division, Mysore, or any other officer deputed by him at 2 P.M. (except for Mysore Depot in which the sale starts from 8 A.M. to 12 NOON and from 2 P.M. to 5 P.M.) on the dates noted against each under the following conditions.

Name of Depot and place of sale	Date of sale	Teak	Honne	Mathi	Bite	Other kinds	Teak sawn	Teak Reepers
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
1. Mysore Wood Yard and Mysore Wood Yard near Mysore South Railway Station.	4-3-1940 and 5-3-1940	18,000	4,000	6,000	200	400	500	1,500
2. Hampapur	6-3-1940	1,500	500	..	..	50	..	..
3. Periyapatna	24-2-1940	3,500	500	200	..	300	..	..

N.B.—(1) Quantity more or less.

(2) *In Mysore Wood Yard, the sale commences in the morning from* 8 A.M. *to* 12 NOON *and again from* 2 P.M. *to* 5 P.M.

(3) If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

(*a*) In the case of purchases not exceeding Rs. 200 in value, the initial deposit of Rs. 200 need not be insisted upon provided that the full purchase money is paid on the spot.

(*b*) The deposit of Rs. 200 to be placed with the officer conducting the sale is reduced to Rs. 50 in cases where the purchase of timber does not exceed Rs. 200 in value in Hunsur and Periyapatna Depots only.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case, are subject to the confirmation of the Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions :—

(*i*) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(*ii*) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(*iii*) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo, showing the total value and the purchase made by him. Thereupon, each purchaser shall pay ten per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. In the case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1940. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser, so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. G. VENKATA RAO,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 3rd February 1940.

SALE OF TIMBER.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depot by the District Forest Officer, Hassan District, (from 2 P.M. to 5 P.M.) on the date noted below :—

Sl. No.	Name of depot	Description of timber	Quantity	Place and date of sale
			More or less	
1	Hassan ..	Teak ..	1,250 c.ft	Sandal Koti, Hassan, 5th March 1940 at 2 P. M.
		Honne ..	900 ,,	Do do
		Nandi ..	1,000 ,,	Do do
		Matti ..	250 ,,	Do do
		Other kinds ..	20 ,,	Do do

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case is subject to the confirmation of the Conservator of Forests, Shimoga, and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government, and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of notice of confirmation of the sale. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

No extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged thereon at 6¼ per cent per annum.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. The timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after

purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

D. NARASIMHAMOORTHY RAO,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 15th January 1940.

The attention of the public is invited to the detailed tender notification dated the 15th January 1940, for the supply of rations to the Departmental Elephants for one year from 1st March 1940, published on page 161, Part VI of the *Mysore Gazette*, dated 25th January 1940.

Tenders will be received up to Monday the 12th February 1940.

Abstract Notification dated 19th January 1940.

The attention of the public is invited to the detailed tender notification dated 19th January 1940, regarding the supply of charcoal to the Mysore Iron and Steel Works, during the monsoon period of 1940 and from 15th November 1940 to end of December 1940, published on pages 204-206, Part VI of the *Mysore Gazette*, dated 25th January 1940.

The last date for receiving tenders is Monday the 26th February 1940.

Abstract Notification dated 24th January 1940.

The attention of the public is invited to the detailed Notification of date regarding the sale of lops and tops of Jalari felled trees in Mugudthi State Forest and Kamachi and Heddaripur District Forests of Ripponpet Range, published on pages 212-213, Part VI of the *Mysore Gazette*, dated 1st February 1940.

The sale will be held by the District Forest Officer, Shimoga or any other Officer deputed by him for the purpose at Mugudthi Village, on 24th February 1940 at 3 P.M.

Notification dated 31st January 1940.

(SALE OF OLD TENT.)

It is hereby notified for general information that the undermentioned tent belonging to this Divisional office, will be sold by public auction at the Sandal Koti, Shimoga, by the District Forest Officer, Shimoga or any other officer deputed by him on Wednesday the 28th February 1940.

Condition of Sale.

1. Immediately after the close of the sale, the successful bidder shall sign his name in the sale list in token of his having accepted the bid offered by him.

2. The purchaser shall pay the sale amount in full to the officer conducting the sale and obtain a receipt therefor. The tent can be removed only after the sale is approved.

3. Should the purchaser fail to comply with these conditions the articles will be resold at the risk of the defaulter, who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale will be recoverable from him as revenue demand under Section 79 of the Mysore Forest Act.

4. The sale is subject to the confirmation of the Conservator of Forests, Shimoga.

One Single Pole Hill tent.

M. A. MUTHANNA,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification dated 21st January 1940.

The attention of the public is invited to the detailed notification regarding the sale of timber in this Division published on pages 215-216, Part VI of the *Mysore Gazette*, dated 1st February 1940.

The date of sale is .. Kadur Depot, 12th February 1940.
Sangameswarapet, 15th February 1940.

Notification dated 27th January 1940.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur, till 4 P.M. on Thursday the 22nd February 1940, for the supply of the following kinds and quantities of rations to the departmental elephants working in the Division, commencing from 1st March 1940 or the date of execution of the agreement to the end of 31st January 1941 or of execution of agreement by the subsequent tenderer of the succeeding year, whichever is later.

2. The approximate quantity of rations is as follows :—

Paddy	80 pallas	More or less.
Salt	1 palla	
Castor oil	12 maunds	
Paddy Straw during hot weather ..	6,000 bundles	
Rice	3 pallas	

3. Each tender must be accompanied by a deposit of Rs. 100 in currency notes as earnest money, and be superscribed as "Tender for the supply of rations to elephants."

4. The final acceptance of the tender will rest with the Conservator of Forests, Shimoga, who does not bind himself to accept the lowest or any tender or to assign any reason whatsoever for the rejection of the same.

5. The name of the successful tenderer will be notified in due course on the Notice Board of the District Forest Office, Kadur Division, and the tenderer should, within a week of the intimation thereof, enter into an agreement for the due fulfilment of the contract, duly furnishing a cash security deposit of Rs. 200 in the Government Treasury inclusive of the amount of earnest money already paid. In default to execute the bond and to furnish security deposit, the tender will be cancelled and the earnest money forfeited to Government.

6. The tenderer should supply the rations in time and at the appointed places to the Range Officer and should also be prepared to remove and replace all provisions which may be rejected by the Range Officers. In case he fails to do so, the supply will be made by the Department and all extra charges will have to be borne by the contractor himself which will be recovered from the security deposit.

7. Once in a month, the tenderer will be paid through the Range Forest Officer for the value of the rations that may be supplied during the month on a bill to be prepared and sent to his office for sanction along with the receipts previously obtained by him for the supply of rations to the Range Officers after the bill is countersigned by the District Forest Officer.

8. The earnest money of the rejected tenderers will be returned to them immediately if they happen to be present at the time of opening of tenders and to others by post at their cost.

9. In all cases of disputes concerning the contract, the decision of the Conservator of Forests will be treated as final.

10. The contractor should also supply any special rations required whenever required at the current market rates.

11. For breach of any of the foregoing conditions, the District Forest Officer will be at liberty either to fine the contractor to the extent of Rs. 5 in each case or to cancel the contract at any stage and forfeit the deposit in full or part. The fine, if any levied on the contractor, will be recovered from the contractor's bill or security deposit.

12. The deposit of the contractor will be returned one month after the expiry of the contract period if the terms of the contract as per tender notification are fulfilled.

FORM OF TENDER.

Sl. No.	Name of provision	Quantity	Rate	Remarks

B. T. THIMMARAYAPPA,
District Forest Officer.